

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUESTION NUMBER N/A		PAGE 1 OF 5	
2. CONTRACT NO. SP0300-02-D-3028		3. AWARD EFFECTIVE DATE ED 07 2002		4. ORDER NUMBER N/A		5. SOLICITATION NUMBER SP0300-01-R-4021	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME DEBBIE HOLMAN, CONTR. SPECIALIST				9. TELEPHONE NUMBER (do not enter code) (215) 737-8051	
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE DSCP-HFVM 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: \$ FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> DBA SIC: SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. THIS ACQUISITION IS <input type="checkbox"/> RFO <input type="checkbox"/> RFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO TEXAS/OKLAHOMA CENTRAL REGION				16. ADMINISTERED BY DSCP-HFVM			
17a. CONTRACT/ORDER NO. Labatt Food Service 4500 Industry Park San Antonio, TX 78218 TELEPHONE NO. 210-661-4216		17b. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER ATTN: DFAS-CO-SES P.O. BOX 182317 COLUMBUS, OH 43218-6260		18. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		19. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
18. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		FULL LINE FOOD DISTRIBUTOR					
		BASE YEAR EFFECTIVE PERIOD: 18 MARCH 2002 THROUGH 17 MARCH 2003					
		FIRST ORDER WILL BE ON 18 MARCH 2002					
		(Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA 25% ESTIMATED MINIMUM: \$3,381,500.00				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$13,526,000.00			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE SP0300-01-R-4021 OFFER DATED 7/10/02. YOUR OFFER ON SOLICITATION (BLOCK 2) 12/2/01 + 12/1/02. INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: FULL LINE FOOD DISTRIBUTOR			
30a. SIGNATURE OF OFFEROR/CONTRACTOR Blair Labatt, President				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) RAYMOND W. POPLAS			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Blair Labatt		30c. DATE SIGNED 6/28/01		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Raymond W. Poplas		31c. DATE SIGNED 2/7/02	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				35. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
32c. DATE SIGNED				38. SIR ACCOUNT NUMBER		39. SIR VOUCHER NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)			
41c. DATE SIGNED				42c. DATE REC'D (YY/MM/DD)			

SECTION A - SOLICITATION/CONTRACT FORM

Amendment 0001 dated June 15, 2001 and Amendment 0002 dated December 13, 2001, and issued under solicitation number SP0300-01-R-4021, are hereby incorporated as part of this contract.

SECTION B - SUPPLIES/SERVICE AND PRICE

DELIVERY: Delivery shall occur no more than 48 hours after order placement unless otherwise required by the ordering officer.

FOB TERMS: FOB Destination for all items.

PRICES: The unit prices for all items shall be in accordance with clause 52.212-4, Contract Terms and Conditions - Commercial Items (May 1999) and Addendum, paragraph (4)(t).

The unit price is determined by the "Delivered Price" plus the "Distribution Price". The Distribution Price Categories are contained in Attachment #1. These distribution prices will remain fixed throughout the term of the contract. This contract contains a guaranteed minimum of twenty-five percent 25% of the estimated dollar value. The maximum ceiling will be one hundred fifty percent (150%) of the estimated dollar value. The estimated dollar value of the base term of this contract is \$ 13,526,000.00. In the event of emergencies or mobilization, the Government reserves the right to unilaterally execute an alternate maximum ceiling of one hundred seventy-five percent (175%) of the estimated dollar value per contract period of this acquisition.

If the Government determines to invoke the options, the distribution prices will not increase for all the option years.

MANDATORY ITEMS: - The following items are mandated to be supplied by the National Industries for the Blind (NIB) or the National Industries for the Severely Handicapped (NISH), refer to FAR clause 52.208-9.

Various	Pancake Mix
Various	Cake Mix, Devil's Food
Various	Cake Mix, Gingerbread
Various	Paprika, Ground 3 oz, 4 oz or 5 oz jr
Various	Garlic Powder 1 lb jr
Various	Dining Packets

If ordered, the Prime Vendor is required to source these items from NIB/NISH. The plant sources were identified in the solicitation on page 12.

SECTION C - DESCRIPTION / SPECIFICATIONS

Non-availability of any item and recommendation for substitution will be communicated to the customers by noon on skip days.

The Prime Vendor can accept additions and cancellations up to 4:00 PM on the day prior to delivery.

Ordering for supplies under this contract for Ft. Sill Hospital, OK, Sheppard AFB Hospital, TX, Tulsa Job Corps, OK, Guthrie Job Corps, OK, and Treasure Lake Job Corps, OK, shall be performed by the contractor's commercial ordering system.

Ordering for supplies under this contract for all other remaining activities shall be performed by the ordering activity via the Subsistence Total Order and Receipt Electronic System (STORES).

SECTION D - PACKAGING AND MARKING

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification.

SECTION E - INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. Each ordering facility will be responsible for accepting or rejecting product as it is delivered. All food items must be inspected for count, condition and identity and approved by the ordering activities' authorized personnel receiving the delivery before final acceptance can be made.

SECTION F - DELIVERIES OR PERFORMANCE

The following is designated as the plant location for the performance of this contract for all contract line items:

PLANT LOCATION

Labatt Food Service
650 Regal Row
Dallas, TX 75247

Customers authorized to order under this contract are as follows:

*Ft. Sill, OK and Hospital
Tinker AFB, OK and Child Development Center
Altus AFB, OK and Child Development Center
Sheppard AFB, TX and Child Development Center and Hospital
Ft. Worth Naval Air Station, TX
Treasure Lake Job Corps, OK
Guthrie Job Corps, OK
Tulsa Job Corps, OK*

There is a minimum of twenty (20) case movement per month required to satisfy product requirements.

SECTION G - CONTRACT ADMINISTRATION DATA

Delivery orders issued against this Indefinite Delivery Type Contract shall be administered by the person who placed the order on behalf of the Government, i.e., the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency or activity may re-procure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency or activity can take these particular re-procurement actions. Administration of the terms and conditions set forth in the IDTC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions, which were processed under the IDTC.

ATTACHMENT # 1 – DISTRIBUTION PRICE CATEGORIES: SEE PAGE 5